

**IN THE COURT OF COMMON PLEAS, FRANKLIN COUNTY, OHIO**

**CHARLES W. FRASHER**

3176 Parkview Drive  
Grove City, Ohio 43123

and

Case No:

**SANDRA FRASHER**

3176 Parkview Drive  
Grove City, Ohio 43123

Judge:

Plaintiffs,

-vs-

**MOUNT CARMEL GROVE CITY**

5300 N. Meadows Drive  
Grove City, Ohio 43123

**JURY DEMAND  
ENDORSED HEREON**

and

**MOUNT CARMEL HEALTH SYSTEM**

c/o CT Corporation System, Statutory Agent  
4400 Easton Commons Way, Suite 125  
Columbus, Ohio 43219

and

**TRINITY HEALTH CORPORATION**

c/o CT Corporation System, Statutory Agent  
4400 Easton Commons Way, Suite 125  
Columbus, Ohio 43219

and

**JOHN DOE CORPORATIONS #1 – 10**

Names and Addresses Unknown

and

**JOHN DOE CONTRACTORS #1 - 10**

Names and Addresses Unknown

and

**JOHN DOE MANUFACTURERS #1 – 10**

Names and Addresses Unknown

and

**JOHN DOE EMPLOYEES #1 - 10**

Names and Addresses Unknown

and

**JOHN DOES #1 – 10**

Names and Addresses Unknown

Defendants.

**COMPLAINT**  
**(Jury Demand Endorsed Hereon)**

Now come Plaintiffs Charles W. Frasher and Sandra Frasher and, for their causes of action against Defendants, state as follows:

1. At all times relevant herein, Plaintiffs Charles W. Frasher and Sandra Frasher were residents of Grove City in Franklin County, Ohio.

2. At all times relevant herein, Defendant Mount Carmel Grove City was a registered trade name for Mount Carmel Health System, a not-for-profit corporation incorporated under the laws of the State of Ohio, which employed physicians, nurses, administrators and other care for and treat individuals including Plaintiff Charles W. Frasher.

3. At all times relevant herein, Defendant Mount Carmel Health System was a not-for-profit corporation, incorporated under the laws of the State of Ohio, which employed physicians, nurses, administrators and other personnel to care for and treat patients, including Plaintiff Charles W. Frasher.

4. At all times relevant herein, Defendant Trinity Health Corporation was a foreign corporation, incorporated under the laws of the State of Indiana, which employed physicians, nurses, administrators and other personnel to care for and treat patients, including Plaintiff Charles W. Frasher.

5. Defendants Mount Carmel Health System and Mount Carmel Grove City are owned by or affiliated with Defendant Trinity Health Corporation and, for the purpose of this complaint, these Defendants will hereinafter be collectively referred to as Mount Carmel Grove City.

6. Defendants Mount Carmel Grove City, Mount Carmel Health System and/or Trinity Health Corporation were responsible for hiring and/or contracting with John Doe Corporations #1-10, John Doe Contractors #1-10, John Doe Manufacturers #1-10, and/or John Does #1-10 for the installation, maintenance and testing of the water systems in the newly constructed Mount Carmel Grove City hospital.

7. Defendants John Doe Corporations #1-10, John Doe Contractors #1-10, John Doe Manufacturers #1-10, John Doe Employees #1-10, and John Does #1-10 are contractors, sub-contractors, construction companies, heating and cooling companies, water maintenance/treatment companies, inspectors and/or employees responsible for the building, installation, maintenance and testing of the water system and water filtration systems at Mount Carmel Grove City.

8. At all times relevant herein, the employees and agents of all corporate Defendants were within the scope of their express, implied, or apparent authority as employees and agents of the corporate Defendants.

9. The true names and capacities of John Doe Corporations #1-10, John Doe Contractors #1-10, John Doe Manufacturers #1-10, John Doe Employees #1-10, and John Does #1-10 are unknown to Plaintiffs at this time and therefore Plaintiffs have accordingly sued these

unknown Defendants under said fictitious names. When the true names of these Defendants have been ascertained, Plaintiffs will seek leave to amend their Complaint as necessary to reflect the identities of these Defendants.

10. Plaintiffs believe that the John Doe Defendants, collectively and individually, are legally responsible for the events and occurrences herein described, and that John Doe Defendants are responsible for the injuries and damages set forth in this Complaint.

### **JURISDICTION AND VENUE**

11. Jurisdiction is conferred on this Court by R.C. 2305.01

12. Pursuant to Civ. R. 3(C)(2), (3) and (6) of the Ohio Rules of Civil Procedure, venue is proper in Franklin County, Ohio because Defendants have their principle place of business in Franklin County, Ohio, conduct activity that gave rise to the claims for relief in Franklin County, Ohio, and because the claims for relief arose in Franklin County, Ohio.

### **SERVICE OF PROCESS**

13. Service of process is permitted on Defendants pursuant to Civ. R. 4.2(F).

### **COMMON FACTUAL ALLEGATIONS**

14. Mount Carmel Grove City Hospital is a newly constructed hospital that fully opened to the public in April 2019.

15. On or about May 14, 2019, Plaintiff Charles W. Frasher underwent knee surgery at Mount Carmel Grove City. Charles was admitted to the hospital for treatment and was discharged the following day.

16. After he was discharged from the hospital, Charles developed a cough. His condition continued to deteriorate and by May 25, 2019, he was coughing all night. On May 26, 2019, Charles had begun to cough up blood and was taken to the emergency department at Mount

Carmel Grove City where he was admitted. Charles was tested for two types of pneumonia and placed on three different antibiotics until the type of pneumonia could be confirmed. Charles had no appetite and no energy and was put on oxygen, level 3.

17. On May 27, 2019, Charles had a white blood count of 20,000 (where normal is 4,000-11,000). He was having difficulty breathing and was still using oxygen. At 2:28 p.m., the urine cultures were reported to show legionella. Charles was started on a 7-day course of Azithromycin and they began weaning him off the O2, decreasing it from level 3 to level 2.

18. At approximately 3:30 p.m. on May 28, 2019, Plaintiff Charles W. Frasher was discharged from Mount Carmel Grove City Hospital and advised to continue the Azithromycin and oxygen.

19. It has been confirmed that legionella bacteria were present at the newly constructed Mount Carmel Grove City Hospital during the time Plaintiff Charles W. Frasher was a patient at Mount Carmel Grove City Hospital.

20. Plaintiff Charles W. Frasher, and others, acquired legionella bacteria as a direct and proximate result of his exposure to the water at Defendant Mount Carmel Grove City.

**PLAINTIFFS' FIRST CAUSE OF ACTION**  
**[Negligence – All Defendants]**

21. Plaintiffs hereby incorporate the preceding paragraphs as if fully restated herein.

22. At all times relevant hereto, Defendants owed a duty to Plaintiff Charles W. Frasher and other patients and visitors at Defendant Mount Carmel Grove City to provide safe water for consuming, bathing, cooking, air conditioning and other uses. Defendants were negligent.

23. Defendants breached said duties by permitting water to contain excessive levels of legionella.

24. As a direct and proximate result of the failures of Defendants, Plaintiff Charles W. Frasher suffered physical pain, mental anguish, loss of energy, delayed rehabilitation, required medical care and treatment and incurred medical and other related expenses, including the inability to provide care and support to his wife.

**PLAINTIFFS' SECOND CAUSE OF ACTION**  
**[Premises Liability – All Defendants]**

25. Plaintiffs hereby incorporate the preceding paragraphs as if fully restated herein.

26. At all times relevant hereto, Plaintiff Charles W. Frasher was a business invitee of Defendants.

27. The water and/or water supply system at Defendant Mount Carmel Grove City caused persons on the premise to contract Legionnaires Disease, and further, that the Defendants had not taken adequate steps to ensure that there was no legionella pneumophila bacteria in the water and water supply system. Further, Defendants did not adequately address the safety of the water supply.

28. Defendants knew that business invitees, such as Plaintiff Charles W. Frasher, would be exposed to the water supply at Defendant Mount Carmel Grove City and that such invitees could be injured as a result of the unsafe water supply.

29. Defendants had a common law duty and contractual duty to make reasonable inspections and testing prior to Defendant Mount Carmel Grove City opening its doors to the public to discover hazardous conditions, to remedy foreseeable hazards and to take all other reasonable steps necessary to protect persons such as Plaintiff Charles W. Frasher from such conditions, and to exercise reasonable care for his safety and protection.

30. Further, Defendants knew that patients at Defendant Mount Carmel Grove City were particularly vulnerable to infections from legionella pneumophila bacteria due to their medical conditions which brought them to Defendant Mount Carmel Grove City in the first place.

31. As a result of their negligent and/or reckless acts and omissions, Defendants breached their duty to Plaintiff Charles W. Frasher, and all business invitees, to discover hazardous conditions, remedy foreseeable hazards, and protect Plaintiff from injury.

32. As a direct and proximate result of the failure of Defendants to discharge their duties of care owed to Charles W. Frasher, Plaintiff Charles W. Frasher contracted Legionnaires disease and suffered physical pain, mental anguish required medical care and treatment and incurred medical and other related expenses.

33. As a direct and proximate result of the negligent and/or reckless acts and/or omissions of Defendants, Plaintiff Charles W. Frasher suffered damages and incurred medical and other related expenses.

**PLAINTIFFS' THIRD CAUSE OF ACTION**  
**[Loss of Consortium – All Defendants]**

34. Plaintiffs hereby incorporate the preceding paragraphs as if fully restated herein.

35. At all times relevant herein, Plaintiff Sandra Frasher was the wife of Plaintiff Charles W. Frasher.

36. As a direct and proximate result of conduct of the named Defendants individually, as well as jointly and severally, by and through agents and/or employees, that caused the resulting injuries to her husband, Plaintiff Sandra Frasher sustained a loss of society, companionship, services, attention, consortium, and care, and also sustained mental anguish in connection with the treatment, care and injuries sustained by Plaintiff Sandra Frasher.

**DEMAND**

**WHEREFORE**, Plaintiffs demand judgment against the Defendants, jointly and severally, for compensatory, consequential, incidental, special, future and medical damages in an amount greater than Twenty-Five Thousand dollars (\$25,000.00), together with costs herein expended and any other relief that this Court deems just and proper.

Respectfully submitted,

/s/ David I. Shroyer

David I. Shroyer (0024099)

Daniel N. Abraham (0023457)

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*Attorneys for Plaintiffs*

**JURY DEMAND**

Plaintiffs, by and through counsel, hereby demand that the within matter be tried by a jury of eight (8).

/s/ David I. Shroyer

David I. Shroyer (0024099)

*Attorney for Plaintiffs*